

Know Your Rights *(continued)*

- You may appoint a person of your choice with Power of Attorney to handle your financial matters in the event that you become unable to do so.
- You may complete a living will indicating your preference concerning the use of extended life support systems and may give a person of your choice Durable Power of Attorney to act on your behalf.
- You (or the person you choose) may participate in the decision for transfer from your independent living unit to (a) another unit, (b) the assisted/ residential health care unit; or (c) the long-term nursing care unit.
- You (or the person you choose) may participate in the decision for permanent transfer to the long-term nursing care unit.
- You have the right to receive a monthly itemized statement of included and additional charges for services and cash payments made by any insurance carrier for reimbursible fees.
- You have the right to receive each and every service as contracted in your Residence and Care Agreement.
- You may, upon 60 days written notice, cancel your Residence and Care Agreement for any reason whatsoever.
- Upon cancellation of the Residence and Care Agreement by either you or the Provider, you have the right to receive a refund of any unearned entrance fee, if that is stated in your contract.
- You have the right to be given 60 days written notice from the Provider if your contract is being cancelled due to violation. Notification can be waived if the Provider can demonstrate "Just Cause" for ending the contract.
- You may challenge the Provider's notice of cancellation of your contract by requesting a hearing pursuant to the "Administrative Procedure Act" (P.L.1968, c.410.) (N.J.S.A. 52:14B-1 et seq.) and the Uniform Administrative Practice Rules (N.J.A.C. 1:1-1 et seq.) and your Residence and Care Agreement.
- You have the right to receive a copy of the Annual Disclosure Statement, once it has been certified by the Department of Community Affairs, which includes audited financial statements of the Provider.
- You may leave and return to your independent living unit at will, provided you let the Provider know that you will be leaving.
- You may request and receive the Bill of Rights for nursing home residents, which include rights to:
 - Medical Care
 - Your finances
 - Mail and telephones
 - Visits and activities
 - Discharge and transfer
 - Protection of your rights
 - Register complaints and ask questions
 - Freedom from Abuse and restraints
 - Physical and personal environment
 - Privacy and confidential treatment.



You may request a copy of the complete and detailed explanation of the ***Rights of NJ Nursing Home Residents*** from the Provider or by writing to:

**NJ State Department of Health
Health Facilities Evaluation and Licensing
Long Term Care Program
P. O. Box 367
Trenton, New Jersey 08625-0367
(609) 633-9034**

For additional copies of
***CONSUMER RIGHTS IN A CONTINUING CARE
RETIREMENT COMMUNITY*** or for a copy of the ***GUIDE
BOOK FOR THE NEW JERSEY CONSUMER ON THE
CONTINUING CARE RETIREMENT COMMUNITY***, write to:

**New Jersey
Department of Community Affairs
Bureau of Homeowner Protection
P. O. Box 805
Trenton, New Jersey 08625-0805
(609) 633-3888**



James E. McGreevey
Governor
State of New Jersey



Susan Bass Levin
Commissioner
Department of Community Affairs

Consumer Rights in a Continuing Care Retirement Community



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May, 2003

Consumer Rights in a Continuing Care Retirement Community



The Continuing Care Retirement Community (CCRC), a relatively new, and increasingly popular type of living arrangement, is one of many housing choices available to the senior citizen consumer in New Jersey.

Since the choice of becoming a resident in a CCRC often requires the spending of a significant portion of a person's life savings, the Legislature of the State of New Jersey adopted the Continuing Care Retirement Community Regulation and Financial Disclosure Act (N.J.S.A.52:27-330 et seq.), which became effective on March 2, 1987. This law recognizes that Continuing Care Retirement Communities are becoming an important and increasingly preferred alternative for the long-term residential, social and health care needs of New Jersey's senior citizens. Tragical consequences can result when a Continuing Care Provider becomes insolvent or unable to



provide responsible care. To protect residents from these possible tragic consequences, the Act requires providers of Continuing Care Retirement facilities to submit an application for Certificate of Authority to the New Jersey Department of Community Affairs. This application contains information regarding the financial statements of the provider, a projected budget, the Residence and Care Agreement between the resident and the Provider and a Disclosure Statement which is to be given to the public.

The law also requires the Department of Community Affairs to publish a Consumer's Guide Book. The intention of the Guide Book is to assist the consumer in making an informed decision in choosing a particular CCRC and to also explain the current CCRC Regulations. The law also requires the Department to prepare this pamphlet on the Rights of the CCRC Resident, which is to be given to all persons who have decided to enter a CCRC.

The legal rights of the CCRC resident are based upon New Jersey Statutes and Regulations.

Know Your Rights

As a resident of a continuing care retirement community, you have the following rights:

- You are entitled to receive a copy of the disclosure statement from the facility prior to the execution of a Residence and Care Agreement.
- Within 30 days after signing a Residence and Care Agreement, you may cancel the contract and receive a full refund, except for the application fee.
- You may wait to occupy your unit until the end of the 30 day rescission period.
- You may receive, upon request, a copy of the Rules and Regulations regarding your responsibilities and conduct acceptable to the facility.
- You may occupy your chosen unit for as long as you can function independently - unless you have violated the agreement or rules of the facility, and provided the facility has not cancelled your contract with sufficient notice and cause.
- If you have financial difficulty, you may thoroughly investigate with the facility any financial assistance which may be available to allow you to remain.
- You may remain in the CCRC community in spite of financial difficulty until the Provider demonstrates that the entrance fee which you paid has been fully earned by the facility (using the formula set forth in N.J.A.C. 5:19-6.5(f)).
- You may have privacy within your unit, except that you must admit personnel for contracted services.
- You may serve or participate on a Residents' Council or Association.
- You (or the person you choose) may refuse medication and/or treatment after being fully informed of the possible benefits or risks.
- You may file a complaint with an appropriate agency, including the State of New Jersey, Continuing Care Retirement Community Section, without fear of reprisal from the Provider.
- You may receive, upon request, a fee schedule for all uncovered services before agreeing to the performance of that service.
- You are entitled to 30 days advance written notice prior to the increase of fees for any service or change in service.
- If your agreement so provides, you may choose an outside physician as your primary physician.
- You may view or receive a copy of your medical records.
- You may participate personally or through a person of your choice in decisions regarding your health care.
- You (or the person you choose) are entitled to a complete explanation of your medical condition, the recommended treatment and possible risks involved.
- You may appoint a person of your choice with Durable Power of Attorney to make decisions for you should you become unable to do so.

